UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
SAN FRANCISCO BRANCH

NIPPON DYNAWAVE PACKAGING CO.

and Case 19–CA–194956

ASSOCIATION OF WESTERN PULP AND
PAPER WORKERS

Elizabeth H. DeVleming, Esq.,
J. Dwight Tom, Esq., for the General Counsel.

Rick VanCleave, Esq., for Respondent.

DECISION

STATEMENT OF THE CASE

AMITA BAMAN TRACY, Administrative Law Judge. The General Counsel's complaint in this case alleges that Nippon Dynawave Packaging Co. (Respondent) violated Section 8(a)(5) and (1) of the National Labor Relations Act (the Act) by refusing to provide information to the Association of Western Pulp and Paper Workers (Union). The Union's information request concerned employees' health savings accounts (HSA) benefits, and Respondent's contributions to such accounts. The Union received reports from employees that they had not received their appropriate HSA contributions from Respondent in 2017.[1] Respondent refused to provide the Union with the information requested, alleging that the request violated employees' confidentiality and was overbroad.[2]

[1] All dates within this decision are in 2017 unless otherwise noted.

[2] On March 15, 2017, the Union filed the underlying unfair labor practice charge, docketed by the General Counsel as case 19–CA–194956, against Respondent. On June 12, 2017, the General Counsel issued an order consolidating cases, consolidated complaint and notice of hearing in cases 19–CA–193340, 19–CA–194956, and 19–CA–197746. On June 26, 2017, Respondent filed a timely answer, denying the substantive allegations, to the consolidated complaint. On August 30, 2017, the General Counsel issued an order severing cases 19–CA–193340 and 19–CA–197746 from the consolidated complaint.

On September 6, the parties filed a joint motion and stipulation of facts requesting that this case be decided without a hearing and based on the stipulated record. In addition, the General Counsel and Respondent filed statements of position, pursuant to section 102.35(a)(9) of the National Labor Relations Board's (the Board) Rules and Regulations. On September 21, I granted the motion and approved the stipulation of facts via written order. Thereafter, the parties filed briefs on October 25. Based upon the parties' submissions and the entire stipulated record, I find that Respondent violated Section 8(a)(5) and (1) of the Act when it refused to provide the Union with the requested information.[3]

FINDINGS OF FACT AND ANALYSIS

I. JURISDICTION

Respondent, a Delaware corporation, is engaged in the manufacture and nonretail sale of packaging from its office and place of business in Longview, Washington (the facility). Respondent, on September 1, 2016, purchased the facility from Weyerhaeuser Company (Weyerhaeuser), and has continued to operate the facility in basically unchanged form and employed a majority of employees at the facility previously employed by Weyerhaeuser. Respondent stipulates that it has continued as the employing entity and is a successor to Weyerhaeuser. In conducting its business operations during the past 12 months, Respondent has had gross revenues in excess of $500,000, and sold and shipped from the facility goods valued in excess of $50,000 directly to other enterprises outside the State of Washington. Accordingly, I find that, at all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, as Respondent stipulated and admitted in its answer to the complaint. I also find, and Respondent admits, that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. STIPULATED ISSUES

The parties stipulated that the issues to be resolved in this matter are:

(1) Whether the information requested by the Union on or about February 17 about Respondent's contractually mandated HSA deposits/contributions for its bargaining unit employees for contract year 2017 was relevant and necessary for the Union to discharge its duties as the collective bargaining representative of Respondent's employees, and whether Respondent, since on or about February 17, has unlawfully failed and/or refused to provide that information requested by the Union, in violation of Section 8(a)(5) and (1) of the Act; and

(2) Under the particular circumstances of this matter, whether Respondent was privileged to fail and/or refuse to provide all the requested information because it was not relevant, because Respondent's suggested alternatives were reasonable and adequate to address the Union's needs, and/or because Respondent has a legitimate and substantial privacy

[3] Abbreviations used in this decision are as follows: "Jt. Exh." for Joint Exhibit; "GC Br." for the General Counsel's brief; and "R. Br." for Respondent's brief.

interest in the information requested which outweighs the Union's need for the information.

III. ALLEGED UNFAIR LABOR PRACTICE

A. The Collective Bargaining Relationship between Respondent and the Union, Including the Health Savings Account Benefit

From at least March 2014 until about August 2016, the Union has been the exclusive, collective bargaining representative of bargaining units ("the Extruder Unit" and "the Paper Board Unit") employed by Weyerhaeuser and, during that time, recognized as such representative by Weyerhaeuser.[4] This recognition was embodied in successive collective-bargaining agreements, the latest of which was to expire post-purchase by Respondent. Furthermore, at all times since September 1, 2016, the Union has been the designated exclusive collective-bargaining representative of Respondent's bargaining unit employees.

Since about September 1, 2016, Respondent has been a party to a collective-bargaining agreement with the Union covering the Extruder Unit employees (Extruder CBA), which is in effect from April 5, 2013 to April 5, 2019. Also from about September 1, 2016, Respondent has been a party to a collective-bargaining agreement with the Union covering the Liquid Packing/Paper Board Unit employees (Paper Board CBA), which is in effect from March 15, 2014 to March 14, 2020. The Extruder CBA and Paper Board CBA will be collectively referred to as the CBAs.

The CBAs set forth a HSA benefit whereby each bargaining unit employee may voluntarily elect to participate in an individual (single employee) HSA, family (employee +1) HSA, or no HSA. For those employees who elect to participate in an individual or family HSA, Respondent is required to contribute a monetary contribution/deposit toward each of those employees' HSAs in the employees' first paycheck of each contractual year (which occurred as relevant in these proceedings in approximately January 2017). Respondent's contribution amounts are $200 per individual HSA and $400 per family HSA per Exhibit C, welfare benefit plan, of the Extruder CBA (Jt. Exh. E) and Exhibit B, schedule I part E of the Paper Board CBA (Jt. Exh. F). Moreover, the Paper Board CBA states that Respondent will provide the contribution on January 1.

B. Respondent's Employee Information Protection Policy

Respondent maintains an employee information protection policy (Jt. Exh. G). This policy states that Respondent will protect from disclosure all employee information which is defined as both personal and job-related information about current employees, past employees

[4] The bargaining units are described as: All employees employed in the Extruder facility, excluding those engaged in administration, actual supervision, watchman duties, sales engineering and drafting, research and technical occupations requiring professional training, accounting, clerical, stenographic and other office work ("the Extruder Unit"); and all employees employed in the Paper Board facility, excluding those engaged in administration, actual supervision, watchman duties, sales, engineering and drafting, research and technical occupations requiring professional training, accounting, clerical, stenographic and other office work ("the Paper Board Unit").

and their dependents. The policy, which applies to all employees, notes that for employees in bargaining units, the labor agreement supersedes this policy if there is a conflict. The policy also states that employees may share confidential or restricted information with non-employees only when the non-employee has a legal right to know. The terms "confidential" and "restricted" are not defined.

C. The Information Request

On January 30, at 6:39 a.m., Union President Lowell Lovgren (Lovgren) sent an email to Respondent's Human Resources Director David Janiszewski (Janiszewski). The email stated, "David, Why has our HSA money from January 20, 2017 paycheck not been deposited into our HSA accounts, my members are asking where their money is, as some invest their money in the HSA and could be losing investment opportunities" (Jt. Exh. H). Later that same day, at 8:16 a.m., Janiszewski responded to this email informing Lovgren that he is checking with the third party responsible for these transactions as Respondent does not process the transaction locally. Thereafter, at 8:28 a.m., Lovgren responded to Janiszewski's email stating, "David […] The question I am getting asked from the members on this and I am going to tell you what they are asking, who is embezzling the interest off our money taken out for the HSA and 401K? The Local would like to meet with Premera and UltiPro [the third parties] on this issue here locally to discuss this with the Company [Respondent] on the problems if possible. There are people that need the money to pay their medical bills with their HSA money."

A couple of weeks later, on February 17, at 6:33 a.m., Lovgren sent an email to Janiszewski. In this email, Lovgren informed Janiszewski that a newly hired employee stated that he had not received Respondent's contribution to his HSA plan, and Lovgren questioned whether other newly hired employees experienced the same (Jt. Exh. I). Ten minutes later, at 6:43 a.m., Union Vice President William "Bill" Sauters (Sauters) sent an email to Lovgren informing him that another employee in the Extruder Unit had not receive the appropriate sum in his HSA account. Lovgren responded to Sauters' email at 6:44 a.m. stating that he would submit an information request for every bargaining unit employee. The emails between Sauters and Lovgren were not shared with Respondent.

Thereafter, on February 17, Lovgren, via letter attached to an email, requested information from Janiszewski related to Respondent's HSA contributions issued to bargaining unit employees in January 2017 (Jt. Exh. J). The Union requested:

> Need an alphabetical list of the members in Local 633 [the Union's local], please include each employees [sic] HSA money that got deposited per the labor contract last month,
>
> a. Also include the status of each employee if they are single, Employee +1, or family.
>
> b. This will tell us if the employees were given the correct amount into their HSA account.

(Jt. Exh. J). The Union set a deadline of February 21 to provide it with the requested information.

On February 20, via email, Janiszewski responded to Lovgren's February 17 information request. Janiszewski stated that the information requested was too broad and would violate Respondent's Employee Information Protection Policy (Jt. Exh. J). Janiszewski advised Lovgren to ask employees who have felt that they had been effected to contact Respondent directly. He also stated, "If the union wants information on all its members I would need signed relases [sic] form [sic] each of them because this is an individualized selection not an aggregate for a benefit provided equally to all members." That day, Lovgren sent Janiszewski an email with the names of two employees (David Kolbo (Kolbo) and Dave Hendrickson (Hendrickson)) who did not receive any or all of their HSA contributions from Respondent (Jt. Exh. K).

On February 21, via email at 6:01 a.m., Lovgren replied to Janiszewski's February 20 email. Lovgren asked for a copy of the Employee Information Protection Policy since the Union was unaware of this policy prior to Janiszewski's email, and insisted that the information should be submitted to the Union within 3 days as the request was not overly broad (Jt. Exh. J). Lovgren wrote, "As bargaining agent for the Local, we need to make sure the company is following the CBA and we are representatives of the Local."

Thereafter, at 9:17 a.m., Janiszewski responded to Lovgren's email. Janiszewski wrote that Respondent stood by its position that the HSA benefit is individualized and the information is private (Jt. Exh. J). Janiszewski provided a copy of the Employee Information Protection Policy, and names of the employees the Union represented without their HSA account information. According to Janiszewski, this policy existed when Weyerhaeuser owned Respondent.

Approximately 1 month later, on March 19, Sauters sent an email to Janiszewski regarding Hendrickson who still had not received Respondent's complete HSA contribution in his account (Jt. Exh. L). That day, Janiszewski forwarded Sauters' March 19 email to Respondent's payroll specialist Julie Nelson (Nelson), asking Nelson to pay Hendrickson in the next payroll cycle.

Then, on June 16, Lovgren sent an email to Respondent's human resources specialist Terri Hurley (Hurley) regarding Kolbo's HSA account to which Respondent had not contributed (Jt. Exh. M). On June 19, at about 8:08 a.m., Hurley forwarded Lovgren's June 16 email to Respondent's benefits specialist Monica Crawford (Crawford).[5] Thereafter, Crawford responded to Lovgren's June 16 email at 9 a.m. Crawford clarified that Kolbo had health insurance since December 1, 2016, but that Kolbo elected to participate in the HSA benefit on May 2 and a prior deposit into his HSA account was in error. On June 20, via email, Lovgren responded to Crawford, clarifying that per the parties' collective bargaining discussions, an employee did not need to contribute to the HSA account unless they chose to do so but instead could take the contribution from Respondent.

Two months later, on August 23, at 11:54 a.m., Lovgren sent an email to Crawford to follow up on his June 20 email to her. Lovgren informed Crawford that Kolbo had signed up for

[5] The parties stipulated that Janiszewski, Nelson, Hurley, and Crawford are supervisors and/or agents of Respondent within the meaning of Section 2(11) and 2(13) of the Act, respectively.

an HSA account when he signed up for health insurance, and that perhaps an error occurred with a third party (Jt. Exh. M). Later, at 12:34 p.m., Crawford responded to Lovgren's email stating that she would contact the third party to see if there was any documentation of when Kolbo called and when the HSA account was added. Finally, on August 28, at 2:25 p.m. via email, Crawford responded to Lovgren's email. Crawford informed Lovgren that she learned that Kolbo decided to enroll later for the HSA account, enrolled in May, and would therefore not be eligible for Respondent's contribution.

The Parties' Positions

The General Counsel's complaint alleges that Respondent violated Section 8(a)(5) and (1) of the Act by refusing to furnish the information requested by the Union on February 17, and reiterated on February 21. The General Counsel argues that this information is "presumptively relevant," and Respondent failed its burden to prove that its confidentiality interest outweighed the Union's need for the information (GC Br. at 9–15).[6]

Respondent argues that the General Counsel has misapplied the Supreme Court's decision in *Detroit Edison v. NLRB*, 440 U.S. 301 (1979), as well as the Board's decision in *Columbus Products Co.*, 259 NLRB 220, 220 fn. 1 (1981) (R. Br. at 1). Respondent essentially argues that the General Counsel applied a "per se" presumption that Respondent was obligated to provide the Union the requested information merely because the Union claimed to need the information (R. Br. at 2). Respondent argues that only two employees complained to the Union regarding their HSA accounts, and thus, the Union did not need the information on the other employees (R. Br. at 2–4). In addition, Respondent argues that the General Counsel failed to consider Respondent's "reasonable alternatives" to providing the information requested by the Union (R. Br. at 2).

As set forth below, I agree with the General Counsel that the Union requested relevant and necessary information which Respondent should have provided to the Union. Respondent did not prove that its privacy claim outweighed the Union's need for the information, and therefore, the Union was not obligated to consider Respondent's alternative to providing the information. Thus, Respondent violated Section 8(a)(5) and (1) of the Act.

Analysis

An employer has a statutory obligation to provide to a union that represents its employees, on request, information that is relevant and necessary to the union's performance of its duties as the exclusive collective-bargaining representative.[7] *Disneyland Park*, 350 NLRB 1256, 1257 (2007); *Detroit Edison Co. v. NLRB*, supra at 303; *NLRB v. Truitt Mfg. Co.*, 351 U.S.

[6] The Charging Party concurs with the General Counsel's position.

[7] The Board has also held that, where the information requested by a union is in the possession of third parties with whom an employer has a relationship, the employer is obligated to make a good-faith, reasonable effort to obtain the information from such parties. See, e.g., *Garcia Trucking Services*, 342 NLRB 764, 764 fn. 1 (2004) (citing *Pittston Coal Group, Inc.*, 334 NLRB 690, 692–693 (2001)). To the extent Respondent argues that it did not possess this information (R. Br. at 5), which was not asserted at the time of its refusal to provide the information, I reject such a defense, not only as untimely, but also as Respondent should have made a reasonable, good-faith effort to obtain this information.

149, 152 (1956). The duty is not limited to contract negotiations but extends to requests made during the term of the contract for information relevant to and necessary for contract administration and grievance processing. *Beth Abraham Health Services*, 332 NLRB 1234 (2000). The standard for relevancy of requested information is a liberal, discovery-type standard and it is necessary only to establish "the probability that the desired information is relevant, and that it would be of use to the union in carrying out its statutory duties and responsibilities." Id. at 437; *Quality Building Contractors, Inc.*, 342 NLRB 429 (2004). See also *Leland Stanford Junior University*, 262 NLRB 136, 139 (1982). Where the union's request is for information pertaining to employees in the bargaining unit, that information is presumptively relevant and the employer must provide the information. *Disneyland Park*, supra; *Coca-Cola Bottling Co.*, 311 NLRB 424, 425 (1993). "Thus, employee personnel information, job descriptions, pay-related data, employee benefits, and policies that relate thereto are all presumptively relevant […]." *Ralphs Grocery Co.*, 352 NLRB 128, 134 (2008), reaffirmed and incorporated by reference, 355 NLRB 1279 (2010). Therefore, the information must have some bearing on the issue between the parties but does not have to be dispositive. *Kaleida Health, Inc.*, 356 NLRB 1373, 1377 (2011).

An employer must furnish such requested information unless the employer establishes legitimate affirmative defenses to the production of the requested information. Id. It is well settled that the party asserting confidentiality has the burden of proof to establish a legitimate and substantial confidentiality interest. *Detroit Newspaper Agency*, 317 NLRB 1071 (1995); *Public Service Co. of New Mexico*, 364 NLRB No. 86, slip op. at 3 (2016). Blanket or speculative assertions of confidentiality, standing alone, are insufficient. *Pennsylvania Mission Foods*, 345 NLRB 788, 791–792 (2005). "Confidential information is limited to a few general categories that would reveal, contrary to promises or reasonable expectations, highly personal information, such as individual medical records or psychological test results; that which would reveal substantial proprietary information, such as trade secrets; that which could reasonably be expected to lead to harassment or retaliation, such as the identity of witnesses; and that which is traditionally privileged, such as memoranda prepared for pending lawsuits." *Detroit Newspaper Agency*, supra at 1073. In addition, the Board held that the factual context of each case dictates whether the information is sensitive or confidential. *Northern Indiana Public Service Co.*, 347 NLRB 210, 211 (2006) (employer's interview notes during investigation of an employee's alleged threatening conduct in the workplace deemed to be confidential as the employer's interest in the confidentiality of such notes outweighs the union's need for the information).

If the employer sustains its burden of proof, the Board balances the need of the union requesting information against any "legitimate and substantial confidentiality interests" established by the employer. *Howard Industries, Inc.*, 360 NLRB 891. 892 (2014), citing *Detroit Edison v. NLRB*, supra at 315, 318–320. However, if the employer cannot sustain its burden to prove confidentiality, then the information must be given to the union without an analysis of the balancing of interests. *Detroit Newspaper*, supra. Even if the employer proved its "legitimate and substantial confidentiality interests," the employer cannot simply refuse to provide the information, but must propose a reasonable accommodation of its concerns and the union's needs. *UPS of America*, 362 NLRB No. 22, slip op. at 3 (2015); *Postal Service*, 359 NLRB 1052, 1055 (2013); *H & R Industrial Services*, 351 NLRB 1222, 1224 (2007); *Northern Indiana Public Service Co.*, supra; *Borgess Medical Center*, 342 NLRB 1105, 1106 (2004).

A. The Information Requested by the Union on February 17, and again on February 21, is Presumptively Relevant

Here, I find that the information is presumptively relevant and Respondent was, and is, obligated to furnish the information based on "the circumstances of [this] particular case." See *Detroit Edison*, supra at 314–315. Upon learning that two bargaining unit employees had not received what the employees believed to be the appropriate deposits in their HSA accounts, the Union questioned Respondent on whether all the employees received their proper HSA contributions from Respondent. The Union also shared with the employer the sentiment of the employees as to the possible "embezzl[ement]" of the interest on the missing contributions (Jt. Exh. H). Believing that other employees may also be affected, the Union requested information regarding all bargaining unit employees. In response, Respondent denied the Union's request due to the request being overbroad and violating Respondent's Employee Information Protection Policy (Jt. Exh. J). Because Respondent's appropriate contribution to the employees' HSA accounts is directly related to the parties' CBA, the Union's request was presumptively relevant and necessary for the Union to carry out its bargaining obligation. The CBA specifically addresses employee HSA accounts including the amount of the allotments, and the Paper Board CBA specifies when these allotments will be deposited by Respondent. Even assuming only two employees were ultimately affected, at the time the Union made its request for the employees' HSA account information, the Union had a legitimate concern to ensure that the CBA terms were being followed for all employees. I do not find merit to Respondent's argument that the information was not relevant because in the end only two employees came forward with issues regarding their HSA accounts. Furthermore, there is no evidence that the Union sought this information based on a "contrived and fabricated controversy" (R. Br. at 2, 5). The Union simply shared the employees' suspicions with Respondent. Accordingly, I conclude that the request for the names of the bargaining unit employees with their HSA allocations and their HSA status is relevant to the Union's duties as the employees' representative.

B. Respondent's Confidentiality Defense Fails

As set forth above, Respondent claimed that it could not supply the information because it was bound by the Employee Information Protection Policy, which Respondent argued essentially designated the employees' HSA elections as "private" and not to be disclosed (R. Br. at 4). Although Respondent timely raised its confidentiality claim, Respondent failed to articulate why the information sought by the Union was confidential. Respondent simply asserted that the information regarding HSA accounts was confidential, and that the benefit was for each individual, not as an aggregate, which is nonsensical and irrelevant to the determination of confidentiality. The Union did not ask for any information which the Board, in limited circumstances, has accepted as confidential or that would warrant a legitimate and substantial interest in confidentiality. See *Johns-Manville Sales Corp.*, 252 NLRB 368 (1980) (individual medical records and disorders); *Northern Indiana Public Service Co.*, supra. Moreover, Respondent's Employee Information Protection Policy also does not directly address HSA accounts and why they are confidential; in fact, the Employee Information Protection Policy does not define what is considered to be "confidential" but for a blanket prohibition on disclosure of all employee information which is personal and job-related. This blanket prohibition could

conceivably cover all requests for information concerning employees. Respondent cannot simply rely upon an unlimited claim of confidentiality based on its own vague policy protecting "employee information […] from disclosure to unauthorized parties." See *New Jersey Bell Telephone Co.*, 289 NLRB 318, 319 (1988). The record also lacks any evidence that Respondent made a commitment to employees to maintain the confidentiality of their HSA accounts. See *Illinois-American Water Co.*, 296 NLRB 715, 724 (1989) (employer may not lawfully invoke privacy rights of its employees to justify its refusal to furnish requested information). Furthermore, Respondent's Employee Information Protection Policy actually provides that the CBA may supersede the policy when there is a conflict, and provides that a "non-employee" may be provided "confidential" information when that person has a legal right to know. Thus, Respondent's policy also provides exceptions to its blanket confidentiality claim. Overall, Respondent has failed to establish its asserted claim of confidentiality for the requested information.

Furthermore, it is of no effect that the Union did not accept Respondent's offers of accommodation. The Union was not obligated to consider any alternatives for the information as the Union was legally entitled to such information. For the sake of argument, if Respondent had proven its burden that the information requested was protected as confidential, Respondent failed to bargain over an accommodation, and the offers presented to the Union were unreasonable. See *Borgess Medical Center*, supra. Rather than providing the requested information, Respondent offered two accommodations: the Union could inform employees that they should contact Respondent directly if they saw any concerns with their HSA accounts, and/or Respondent would provide the information upon receiving a release from each employee. In contrast to Respondent's offer of accommodation, employers typically will offer to release the information conditionally or by placing restrictions on the use of the information. See *U.S. Testing Co., Inc. v. NLRB*, 160 F.3d 14, 20 (D.C. Cir. 1998). Respondent's proposed accommodation to have employees come to management if they saw any concerns with their HSA account would effectively bypass the Union in its obligation to ensure that the CBAs were enforced. In addition, Respondent's offer of obtaining releases from all employees was unreasonable in that the Union was not guaranteed that all employees would sign releases. Furthermore, Respondent failed to offer to bargain over its offer of accommodation as its response to the Union was that it would not provide the information and would only provide the information to the Union with signed releases. *Pennsylvania Power Co.*, 301 NLRB 1104, 1105–1106 (1991) ("when a union is entitled to information concerning which an employer can legitimately claim a partial confidentiality interest, the employer must bargain toward an accommodation between the union's information needs and the employer's justified interests"). The burden of formulating a reasonable accommodation is on Respondent, and the Union need not propose an alternative to providing the information unedited. *Borgess Medical Center*, supra; *U.S. Testing Co., Inc. v. NLRB*, supra.

Accordingly, Respondent's refusal to provide the Union with the requested information violated Section 8(a)(5) and (1) of the Act, as alleged.

CONCLUSIONS OF LAW

1. Respondent, Nippon Dynawave Packaging Co., is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Association of Western Pulp and Paper Workers is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent violated Section 8(a)(5) and (1) of the Act by failing and refusing to provide the Union with information requested on February 17, and again on February 21, which was necessary and relevant to the Union's performance of its duties as the collective-bargaining representative of the unit employees.

4. The unfair labor practice committed by Respondent affects commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent violated the Act by failing and refusing to furnish the Union with the information requested, and thereby engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended[8]

ORDER

Respondent, Longview, Washington, its officers, agents, successors, and assigns, shall

1. Cease and desist from:

   (a) Failing and refusing to bargain collectively with the Association of Western Pulp and Paper Workers (the Union) by failing and refusing to provide it with the information requested on February 17, 2017, and renewed on February 21, 2017, which is relevant and necessary to the Union's performance of its duties as the collective-bargaining representative of Respondent's Extruder and Paper Board bargaining unit employees.

   (b) In any like or related manner, restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

   (a) Furnish to the Union, in a timely manner, the information requested on February 17, 2017, and renewed on February 21, 2017, described as "[…] an alphabetical list of the members in Local 633 […] include each employees [sic] HSA money that got

[8] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be waived for all purposes.

deposited per the labor contract [in January] […] Also include the status of each employee if they are single, Employee +1, or family."

(b) Within 14 days after service by the Region, post at its Longview, Washington facility copies of the attached notice marked "Appendix."[9] Copies of the notice, on forms provided by the Regional Director for Region 19, after being signed by Respondent's authorized representative, shall be posted by Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If Respondent has gone out of business or closed the facility involved in these proceedings, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since February 17, 2017.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

Dated, Washington, D.C. December 12, 2017

Amita Baman Tracy
Administrative Law Judge

[9] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain collectively with the Association of Western Pulp and Paper Workers (the Union) by failing and refusing to furnish it with the information requested on February 17, 2017, and again on February 21, 2017, which is relevant and necessary to the Union's performance of its duties as the collective-bargaining representative of our employees in the Extruder and Paper Board bargaining unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, in a timely manner, furnish the Union with the information requested on February 17, 2017, and again on February 21, 2017, described as "[…] an alphabetical list of the members in Local 633 […] include each employees [sic] HSA money that got deposited per the labor contract [in January] […] Also include the status of each employee if they are single, Employee +1, or family," which is relevant and necessary to the Union's performance of its duties as the collective-bargaining representative of our unit employees.

NIPPON DYNAWAVE PACKAGING CO.
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

915 2nd Avenue, Suite 2948, Seattle, WA
(206) 220–6300, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/19-CA-194956 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273–1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (206) 220-6284.